AMENDMENT OF SOLICITAT	ION/MODIFICATI	ON OF (CONTRACT		1. CON	ITRACT ID CODE	PAGE 1	OF PAGES
2. AMENDMENT/MODIFICATION NO. A003	3. EFFECTIVE DATE 10/30/09	4. REQI	UISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 09-03639					
6. ISSUED BY FAA Office of Acquisition, AMQ-3 ⁻⁶ 6500 S MacArthur OK	10	7. ADMII	NISTRATED BY <i>(if</i>	other than	n Item 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and	d ZIP Code)			DTFA 9B. C Oct. 8	MENDMENT OF SOLI AC-09-R-03639 PATED (SEE ITEM 11) B, 2009 MODIFICATION OF CO)	
*TO BE COMPLETED BY VENDOR IF NOT CO	MPLETE FACILITY C	ODE			10B. C	ATED (SEE ITEM 13)		
1.	I. THIS ITEM ONLY AP	PLIES TO A	MENDMENTS	DE SOLI	CITATIO	NS		
The above numbered solicitation is an						5-2	ed lis	not extended.
			•		•	<u>—</u>		
Offers must acknowledge receipt of this ame	ndment prior to the hour a	and date spe	cified in the solicit	ation on	as amend	ded, by one of the fol	owing met	nods:
(a) By completing item 8 and 15, and return submitted; or (c) By separate letter or telegrament TO BE RECEIVED AT THE PLACE DIN REJECTION OF YOUR OFFER. If by viriletter, provided each telegram or letter make 12. ACCOUNTING AND APPROPRIATION DATE.	im which includes a reference SIGNATED FOR RECE use of this amendment you series reference to the solicitat	ence to the so IPT OF OFFI I desire to ch	plicitation and ame ERS PRIOR TO T ange an offer alre	endment HE HOU eady sub:	numbers R AND D mitted, su	ATE SPECIFIED MA ich change may be m	R ACKNO\ Y RESULT lade by tek	WLEDG- r egram or
13. THIS ITEM APPLIES ONL A. THIS CHANGE ORDER IS ISSUED PUR	AS D	DESCRIBED	IN ITEM 14.	•				
B. THE ABOVE NUMBERED CONTRACT appropriation data, etc.) SET FORTH II		FLECT THE A	DMINISTRATIVE C	HANGES (such as ch	anges in paying office,		
C. THIS SUPPLEMENTAL AGREEMENT I		T TO AUTHOR	RITY OF:					
D. OTHER (Specify type of modification and	authonty)							
E. IMPORTANT: Contractor is not	, 🛛 is required to sign	this docum	ent and return	copie	s to the i	ssuina office.		
14. DESCRIPTION OF AMENDMENT/MOD							where feas	ible.)
See purpose on the attached page			٠	-		·		
Except as provided herein, all terms and condition		ed in Item 9A						
15A. NAME AND TITLE OF SIGNER (Type or p	rint)		16A. NAMEAN	D TITLE (OF CONTI	RACTING OFFICER <i>(T</i>	ype or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE S	IGNED	16B. UNITED S	TATES O	FAMERIC	A	16C. [DATE SIGNED
(Signature of person authorized to sign)		BY(S	ignature o	f Contract	ing Officer)		

This amendment is issued to add payment provisions to the SIR schedule B prototype CLIN 002, and incorporate the PWS rev.1 dated 10-30-2009. In addition Sec. M paragraph numbering is formatted and M.1 language clarifies the "Best Value to the FAA".

FIRST: Ref. SIR page 1 block 9, the Close Date for SIR DTFAAC-09-R-03639 (Be-300 Refurbishment/Enhancement) is hereby extended as follows:

From: 4:00 PM Nov. 6, 2009 To: 4:00 PM Nov10, 2009

SECOND: The PWS rev. 1 dated 10-30-2009 is hereby incorporated to revise Paragraph 6 Prototype Certification, and paragraph 11 Acoustic Analysis. The revised PWS supersedes the original PWS in it's entirety.

THIRD: The SIR Schedule B CLIN 002 entitled prototype is hereby revised to incorporate a milestone schedule for payment of the total proposed price.

The payment schedule is revised to incorporate the following:

The payment schedule is provided as follows:	
Preliminary Design Review (PDR): payment of	% of total
Critical Design Review (PDR): payment of	% of total

FAA will withhold 20 % of the total until receipt of the final approved data package.

Note: The fill-in's should be completed by the offeror.

FOURTH: The definition for "Best Value to the FAA" is incorporated into the \underline{SIR} Section M.1a as follows:

M.1 GENERAL

- (a) The SIR will be reviewed for completion. The qualifications will be reviewed to identify all issues are valid as representations (documentation current and official). The Technical proposal will be evaluated to rate each offerors' response IAW the technical criteria. The Cost Proposal will be evaluated for realism and reasonableness.
- 1. The FAA shall award a single contract to the vendor determined to be the best value to the FAA. The procurement is to be a best value with technical factors being slightly more important than Cost. Technical Factor 1, 2 and Factor 3 are basically equal. Factor 1 and 2 are more important that Factor 3. Offerors are placed on notice that as technical scores become closer the importance of cost becomes greater.
- 2. Proposals shall be eliminated if it does not provide and meet the Qualification Requirements stated in Section L. Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address itself to all elements of the SIR/RFO, does not

meet the minimum requirements, or clearly demonstrates that the offeror does not understand the requirements of the SIR/RFO and/or the proposed costs/prices are not considered reasonable.

- 3. Offers will be evaluated and contract award made on the basis of "Best Value to the FAA", with non-cost factors (hereafter collectively referred to as "technical") factors being slightly more important than cost/price. Subjective judgment on the part of the FAA is implicit in the evaluation process.
- 4. All offers will be subjected to detailed technical, cost/price evaluation by a team who will assess each in accordance with pre-established evaluation plans.
- 5. Technical proposals will be evaluated, scored in accordance with pre-established evaluation factors. These factors are listed in Provision M.4.
 - 6. Cost/price proposals will not be rated or scored but evaluated pursuant to Provision M.5.
- 7. The offer that provides the overall best value to the FAA will be selected. The successful offer may not necessarily be the lowest priced offer. Again, technical considerations are slightly more important than cost/price. As technical evaluation rating scores become close, price will become the more important.
- (b) The Offeror shall provide cost/price information to include sufficient details related to the Offeror's Total Price. Each Offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), totals for the base year and each option year, and provide information on basis or development of the unit price. Cost/price information shall provide visibility of rates/costs applicable to each CLIN. In addition to the number of copies set forth in Table 1 above, include supporting documentation (market info, material quotes, price list etc) used to develop the written cost/price information. NOTE--Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary.
- (c) The proposed total price including options will be considered. The evaluation of options does not obligate the Government to exercise options. Proposals that are unbalanced as to price may be rejected. An unbalanced proposal is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work of a similar nature. Prices that are unrealistically low or unreasonably high may be indicative of the Offeror's lack of understanding of the work effort or the ability to perform the contract, and may be cause for rejection of the proposal.
 - (d) The FAA reserves the right to conduct negotiations.

FIFTH: All other provisions remain unchanged

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

HAWKER BEECHCRAFT 300 SUPER KING AIR AIRCRAFT FLEET

INTERIOR ENHANCEMENT

FEDERAL AVIATION ADMINISTRATION AVIATION SYSTEM STANDARDS (AVN)

Revision F October 30, 2009

HAWKER BEECHCRAFT 300 SUPER KING AIR AIRCRAFT

Performance Work StatementBe-300 INTERIOR ENHANCEMENT

1.0 GENERAL

1.1 Requiring Office

Federal Aviation Administration (FAA), Aviation System Standards (AVN), Flight Program Aircraft Configuration Team

1.1.2 Requirement Scope

This Performance Work Statement (PWS) describes tasks, obligations, responsibilities that the contractor will be required to accomplish to include the design, modification, installation, testing, and certification of the FAA's Beech King Air (Be-300) Fleet interior enhancements identified within this PWS. The Be-300 Fleet Interior Enhancement will consist of the Enhancement to Pilot, Co-Pilot seats, three (3) Passenger Cabin seats (Mission Specialist, Mission Observer and Lavatory seat), and interior sound proofing, cockpit headliner, sidewalls and floor panels; cabin headliner, side panels, lighting; oxygen dispensing units; Lavatory area headliner, side panels and flooring, and other items as described in the Appendix A- entitled "Technical Specification. Each aircraft refurbished will be provided as Government Furnished Property, described by identifier and assessed FAA value. The Contractor will be required to have insurance to cover any FAA Aircraft in their possessions, and provide proof of insurance annually to the Contracting Officer.

The enhancement shall comply with Federal Aviation Regulations. Completion of the Fleet enhancements requires delivery of a complete Data Package for each FAA Aircraft serial number submitted for certification, and approved by the appropriate FAA Approval Authority. This PWS identifies the performance by deliverables described herein and establishes how performance will be ordered, tasked, and coordinated. Additionally, the PWS identifies the basis for government acceptance of the deliverable and reports required for payment. The Contractor's focal point shall be the assigned Program Manager, and the FAA's focal point is the Contracting Officer, or representative as authorized in writing by Contracting Officer.

FAA AVN will fly the aircraft to the vendor site for enhancement services, and when completed back to Oklahoma City. The design shall include a configuration for the Pilot, Co-Pilot, and three (3) Passenger Cabin seats (Mission Specialist, Mission Observer and Lavatory seat).

The following services are required to support the Beech BE-300 refurbishment and specific compliance is described in the Performance Work Statement and attachments.

Deliverables	Description	
Program Management, Design review, Material Scheduling/ordering, Reporting, and program administration	Reference PWS paragraph 5.0	
Prototype Interior Enhancement for Beech 300 approved data package and installation	Reference PWS and Appendix A - Technical Specification	
Interior Enhancement for 17 Additional Beech 300 aircraft.	Reference PWS and Approved Data Package	
Contractor Acquired Property	Reference PWS paragraph 7.0	
Shop Labor	Reference PWS paragraph 8.0	
Travel	Reference PWS paragraph 10.0	
Acoustic Engineering Analysis	Reference PWS paragraph 11.0	

1.1.3 Place of Performance

Contractor facilities

1.1.4 Beech Enhancement Schedule

FAA has a Fleet of eighteen (18) BEECH Be-300 Aircraft for enhancement. The schedule below identifies the anticipated services and aircraft quantity anticipated for refurbished each year. The aircraft quantity represents the

best-estimated quantity for which a service order may be issued for refurbishment. Orders and quantities are designated as FAA's option. Only the prototype program management, design, property management and administration are guaranteed IAW contract provisions.

DELIVERABLE	PERIOD OF	BEST ESTIMATED
	PERFORMANCE	QUANTITY
Prototype	Base Yr .	1 Each
Aircraft refurbishment		,
And associated		
Documentation		
		_ '
Beech Refurbishment	Base Yr	2 Each
And associated		
Documentation		
Beech Refurbishment	OPTION YR 1	4 Each
Beech Refurbishment	OPTION YR 2	4 Each
Document of the second of the		1 2401
Beech Refurbishment	OPTION YR 3	4 Each
Beech Keruroishinent	OPTION 1K3	4 Eacii
Beech Refurbishment	OPTION YR 4	3 Each
		18 Each Aircraft
		Total Estimated

Due to Flight Inspection requirements, the FAA does not have a firm schedule identifying when the aircraft will be pulled from service. The FAA will provide a 30-day advance notice to the Contractor for delivery of aircraft to the vendor's site.

2.0 GOVERNMENT FURNISHED PROPERTY

The Contractor will be provided Government Furnished Property to perform tasks ordered. The Government Furnished Property will consist of Aircraft and equipment that must be installed to complete the Interior enhancement. FAA will furnish the miscellaneous Equipment items for each aircraft. The complete list of Government Furnished equipment and FAA items requiring immediate crew access (can reach while seated) is listed in the PWS Appendix A, Paragraph 1.0.2.

Upon completion of the prototype aircraft (approved data package), the FAA may order enhancement services for the remaining aircraft from the contractor. The Beech Model 300 aircraft identification numbers and estimated values are shown below for each aircraft contemplated for Interior Enhancement.

Identification	Acquisition		
Number	<u>Description</u>	<u>Quantity</u>	Cost
N-66	Be-300 aircraft	1 each	\$3,140,025.00
N-67	Be-300 aircraft	1 each	\$3,140,025.00
N-68	Be-300 aircraft	1 each	\$3,140,025.00
N-69	Be-300 aircraft	1 each	\$3,140,025.00
N-70	Be-300 aircraft	1 each	\$3,140,025.00
N-71	Be-300 aircraft	1 each	\$3,140,025.00
N-72	Be-300 aircraft	1 each	\$3,140,025.00
N-73	Be-300 aircraft	1 each	\$3,140,025.00
N-74	Be-300 aircraft	1 each	\$3,140,025.00
N-75	Be-300 aircraft	1 each	\$3,140,025.00
N-76	Be-300 aircraft	1 each	\$3,140,025.00
N-77	Be-300 aircraft	1 each	\$3,140,025.00
N-78	Be-300 aircraft	1 each	\$3,140,025.00
N-79	Be-300 aircraft	1 each	\$3,140,025.00
N-80	Be-300 aircraft	1 each	\$3,140,025.00
N-81	Be-300 aircraft	1 each	\$3,140,025.00
N-83	Be-300 aircraft	1 each	\$3,140,025.00
N-84	Be-300 aircraft	1 each	\$3,140,025.00

3.0 CONTRACTOR EURNISHED PROPERTY AND SERVICES

The contractor shall provide the personnel and material necessary to perform the tasks required. The completion of the Interior Enhancement of the FAA's Beech-300 Fleet of Flight Inspection Aircraft must be in compliance with Federal Aviation Regulation (FAR) requirements. The contractor is responsible for providing an office with basic office furniture, internet access, and telephone for use by the FAA representatives who will be on-site. The office should be in close proximity for easy access to the aircraft.

4.0 FAA ORDER FOR SERVICES AND COORDINATION OF TASKS

The FAA Contracting Officer will issue written designation for the Contracting Officer's Technical Representative (COTR), and the roles and authorities associated with the designation. A Contract Delivery Order may accompany the letter and identify the requirements funded for the base year. AVN COTR will initiate the requirements ordered by the following:

- Identify the anticipated date for delivery of the Aircraft to the vendor site.
- Coordinate with Program Manager for the scheduling of tasks activities

5.0 PROGRAM MANAGEMENT, DESIGN, PROPERTY MANAGEMENT AND REPORT ADMINISTRATION

The contractor shall designate a Program Manager (PM) within 10 days of contract award who shall have sufficient corporate authority to direct, execute, and control all elements of the program. These positions may not be subcontracted and must be a part of the Prime contractor's management team. The PM shall serve as the point of the contact for management, technical, and administrative issues pertaining to the performance of this PWS and resulting Delivery Orders. PM responsibilities shall include planning, organizing, directing, coordinating, controlling, approval, and documentation of technical and administrative tasks. The contract PM shall keep the

CO/COTR informed of all problems that will affect or may potentially impact any aspect of TO performance. The PM shall be prepared, at all times, given reasonable notice, to present and discuss the applicable design status, program schedules, component deliveries, program actions, and issues that ensure the success of the program. The Program Management Review (PMR) will be conducted between FAA Contracting Officer (CO), Contracting Officers Technical Representative (COTR/COR) and the contractor weekly via teleconferences. Program review meetings will be scheduled in advance by written correspondence from the FAA Contracting Officers' Technical Representative (COTR). PMRs (and corresponding CDRL P002 entitled Program Management Review/ Agenda/Meeting Minutes-CDRL-P003) shall at a minimum address the following subject matter:

- Summary of Delivery Order achievements
- Actual DO status versus plan
- Material or Sub-contract requirements
- Cost performance versus funding
- Status of open actions items
- Configuration Management requirements
- Anticipated problems and recommended resolutions

5.0.0.1 Program Management Plan

The PM shall develop and implement an integrated Program Management Plan (PMP). The PMP shall integrate all functional program areas (e.g., management, engineering, design, development, integrated logistics, materials, hardware, software, testing, technical support, etc.) and articulate how the PM will manage the overall program. The Program Manager shall coordinate all prototype enhancement design plans, and refurbishment jobs with the FAA CO or designated COTR. The initial plan will be represented in the proposal, the preliminary design review plans will be coordinated at post award (anticipated within 20 days ARO), and the Critical Design review plan approved at the first Program Design Review (anticipated within 90 days after award). The plan approval, document acceptance and/or authorization to proceed shall be issued from the FAA CO in writing. The Contractor is totally responsible for ensuring the agreed upon plans for the prototype will meet the requirements necessary to obtain the approved data package. (IAW-CDRL P001)

5.0.1.1 PMP Implementation

The PM shall implement a PMP and Master Certification Plan that clearly sets forth the actions, requirements, and milestones that the vendor must take in order to get the Prototype aircraft enhancements installed, provide the FAA with a complete data package and get the Prototype aircraft approved within the established schedule. Plan shall also include schedules and milestones for data package approval of all subsequent FAA Aircraft based on 3 aircraft the first year, 4 each option years one, two and three and three aircraft the fourth and last year of the contract. Plan must show times and expected review times by the approval authority within the milestones and date to meet the required production schedule and submittal of data under CDRLs A001 through A016.

5.0.2 Technical Interchange Meetings

The PM shall coordinate and participate in Technical Interchange Meetings (TIMs) to clarify, resolve, or discuss technical issues. TIMs may require scheduling by the FAA COTR on short notice to discuss specific operational issues. The following technical data shall be made available at TIMs as required: engineering data, specifications, drawings, schematics, design and test documentation software development files, schedules, working papers, and results of studies and analyses. Contractor shall provide Minutes as required by CDRL P003.

5.1 Design, Documentation Review, and Acceptance

- **5.1.1** The Contractor is responsible for performing design services that comply with the Specification described in the PWS Appendix A- Technical Specification, and for assuring the designs comply with FAR requirements. In addition to aircraft type certificated requirements, the aircraft (fleet) shall be certified to meet all FAR Part 135 Operating Requirements.
- **5.1.1.1** The design documents shall be delivered as defined below. All CDRL submittals are subject to FAA coordination and approval. The FAA will have 7 business days to review, comment, concur or provide requests for clarification or changes t the proposed design. Upon non-concurrence, the Contractor shall have 7 calendar days to provide the clarification or change and resubmit to the FAA. The process remains the same until concurred upon by FAA-AVN. The final submittal shall document the mutually agreed upon design data as required.
 - CDRL A001 Submittal of Materials and Fabric samples
 - CDRL A002 Submittal of Proposal Designs and installations
 - CDRL A003 Submittal of Data Package Certification Plan
 - CDRL A004 Submittal of Miscellaneous Equipment Installation
 - CDRL A005 Submittal of Acoustic Engineering Analysis Plan Reports and Data
 - CDRL A006 Submittal of Acoustic/Thermal Insulation Kit Design and Data
 - CDRL A007 Submittal of Cockpit Seat Covering Design and installation
 - CDRL A008 Submittal of Cockpit Curtain Design installation
 - CDRL A009 Submittal of Pilot/Co-Pilot Cooling Fans Design installation
 - CDRL A010 Submittal of Cabin Headliner Design
 - CDRL A011 Submittal of Cabin Lower Side Panels Design
 - CDRL A012 Submittal of Cabin Upper Sidewall Panels
 - CDRL A013 Submittal of Cabin Seating Design and Data
 - CDRL A014 Submittal of Led Lighting Design and Data
 - CDRL A015 Submittal of Oxygen Mask Dispensing Units Design and Data
 - CDRL A016 Submittal of Data Package for FAA/AVN review

5.1.2 Interior Enhancement - Colors and Material requirements

All materials used in the cockpit and cabin shall be durable, easy to maintain (easy to clean, remove/install, repair, etc), and shall meet Federal Aviation Regulation (FAR) 23.853 and 25.853 for flammability and the requirements as stated for any materials in the PWS Attachment A-Technical Specifications document. Contractor may propose equivalents to Technical Specification Vendor Name materials and FAA/AVN may accept or reject as equivalent.

The Contractors Initial Design must be submitted with the Contractor's Technical Proposal. The Preliminary Design Review shall definitize the initial design. This assessment/coordination will be conducted at the Post Award Conference --20 calendar days after Contract Award with Critical Design review due at first Program Management Review (90 days after award).

Contractor shall provide material and fabric samples to the FAA during the Post Award conference to be held at the contractor's site anticipated starting within 20 calendar days after contract award. The FAA has 10 business days to review and make the determination as to the color and type of the material or fabric to be installed. Interior furnishing/hardware plating shall be Satin Nickel or equivalent. (CDRL -A001 submittal)

5.1.3 Interior Enhancement - Sound Proofing

Reference Technical Specification for Interior Enhancement, Paragraph 1.1 Soundproofing

The Initial Acoustic/Thermal Insulation Kit Design shall be submitted with Contractor's Technical Proposal. The Preliminary Acoustic/Thermal Insulation Kit Design & Data for FAA acceptance shall be submitted 20 days after contract award during the Post award conference, with Critical design review 90 calendar days after contract award. The FAA will have 7 business days to review, comment, concur or provide requested for clarification or changes to the proposed design. Upon non-concurrence, the Contractor shall have 7 calendar days to provide the clarification or change and resubmit to the FAA. The FAA will have 7 business days to review, comment, concur or non-concur with the submission. Upon concurrence, contractor will proceed, if non-concurrence is issued the contractor will have 7 calendar days to provide the clarification or change and resubmit to the FAA, process remains the same until concurred upon by FAA-AVN.

An acoustic design that includes acoustic attenuating insulation is required in the approved data package. The design and kit materials shall be defined in the program enhancement plans. The proposed in-flight analyses shall be coordinated and scheduled with AVN for an in flight frequency assessment. AVN will provide the aircraft, pilot crew, fuel, and maintenance support necessary for the in-flight analyses. The testing locations will be determined by FAA AVN. Additional in-flight frequency analysis flights may be conducted, as needed, to tailor design the acoustic attenuating insulation and shall be priced for each additional test flight. FAA/AVN will provide weight and balance documentation for each delivered aircraft. Contractor shall weigh each aircraft after modification. (CDRL –A005, A006 submittals)

5.1.4 Interior Enhancement - Cockpit

Reference Technical Specification for Interior Enhancement Paragraph -- Cockpit 1.2

The contractor shall develop a design for the cockpit to include the headliner, mid sidewall, lower sidewall, and floor panels, curtain, pilot/copilot cooling fans, and cockpit floor covering. The design may improve the attachment methods, enhance access for maintenance, and/or reduce weight such as developing a new panel design similar to the new Cabin Lower Side Panels. Preliminary Design shall be provided to the FAA for review and comment at the Post award Conference. The FAA has 7 working days to comment or concur with the design. The color and type of material used on the cockpit seats shall match the cabin seats. All materials used in the cockpit and cabin shall be durable, easy to maintain (easy to clean, remove/install, repair, etc), and shall meet Federal Aviation Regulations (FARs) 23.853 and 25.853 for flammability. FAA/AVN review and acceptance is required for the proposed seat upholstery design to include "FAA AVN sit test" for acceptance of the prototype aircraft finished product. FAA will conduct acceptance within 40 calendar days after contract award. (CDRL A007, A008, A009 submittals)

5.1.5 Interior Enhancement - Cabin

Reference Technical Specification for Interior Enhancement paragraph 1.3

The Cabin design shall include upholstery cover with the same or complimentary fabric as required for the cockpit. The design for the lower side panels, window surround, upper sidewall panels, lighting, lavatory, and entry must be submitted for FAA review and concurrence provided prior to installation. The Contractor shall be responsible for

all design, certification, documentation and installation details submitted for approved data package. (CDRL A010, A011, A012, A013, A014, A015)

5.1.6 Interior Enhancement - Data Package Review

The FAA/AVN must ensure the data and information needed to support the fleet throughout the expected life cycle is included in the package. The Contractor must submit a copy of the data package when complete, but prior to submission to the appropriate FAA approval authority (See PWS paragraph 6.0 for Data Package requirements). The Contractor shall be responsible for all design, certification, documentation and installation details submitted for approved data package. (CDRL A016)

5.2 Inspection of Aircraft

Upon arrival of each aircraft, the Contractor shall inspect the aircraft exterior and interior to confirm the configuration of the aircraft. An inventory of loose equipment will be accomplished and any abnormal conditions will be noted. A FAA COTR representing FAA Aviation System Standards shall participate in the inspection to confirm the configuration of the aircraft and Government Furnished Property (GFP) on board. Loose equipment will be properly stored as Government Furnished Property and returned with the aircraft upon completion of each enhancement service. Storage and installation of Government Furnished Property (GFP) is defined in the Contract Clauses.

5.3 Material scheduling and Property management

The Contractor is responsible for acquiring the necessary materials to perform the enhancements. The requirement for enhancement shall ensure fleet consistency in configuration and materials (seating surface lot color matching with flammability testing, interior furnishing/hardware, etc.). All materials used in the fleet shall be consistent. Therefore after approval of the prototype data package, in order to ensure fleet configuration consistency, reduce the need for material change options, or if prudent to ensure certain materials are available throughout this project's duration for any reason (seating surface lot color matching with flammability testing, interior furnishing/hardware, etc.); the Contractor shall identify these materials as candidates for "one time — up front" purchase in quantity enough for the remaining 17 aircraft. The Contractor shall propose all materials by source, identifier, and required quantities that ensure material availability throughout the project's duration.

The FAA AVN may provide applicable equipment to be stored on-site for aircraft installation (i.e. seat frames, fire extinguishers and miscellaneous equipment). All government property must be stored in accordance with Government Property Contract clauses.

6.0 PROTOTYPE CERTIFICATION

The Contractor is responsible for complying with all FAR requirements and developing an Interior Enhancement approved data package. The Data Package shall be applicable to FAA/AVN aircraft serial numbers only. AVN acceptance of, and payment for the prototype and associated documentation is contingent on the FAA approved data package. Upon prototype aircraft completion, the Contractor shall deliver to FAA/AVN electronic (both pdf and editable (documents in MS Word and drawings in AutoCad or SolidWorks formats in a mutually agreed upon software version) and paper copies of the complete Data Package. Printing of all text and illustrations shall be clear, sharp, and reproducible. Manuals/publications shall reflect the final configuration of the delivered item including all revisions and changes. The FAA shall have unlimited data rights to the complete Data Package(s) and contractor shall transfer any STC (if produced) ownership to the FAA. The complete Data Package shall at a minimum include:

- a complete Master Data List
- a configuration control method
- modification engineering drawings (to include part specific drawings for new items)
- · engineering reports
- Instructions for Continued Airworthiness
- Supplemental Aircraft Maintenance Manual pages
- Supplemental Illustrated Parts Catalog pages,
- and any Supplemental Aircraft Flight Manual pages

Should the Contractor choose to execute this modification/alternation per approval by Supplemental Type Certificate (STC), the STC shall only be for FAA/AVN aircraft serial numbers. Upon contract completion, at the choice of FAA/AVN, the Contractor shall transfer STC ownership to FAA/AVN with a complete Data Package as described above.

7.0 CONTRACTOR ACQUIRED PROPERTY/MATERIALS

Materials/parts acquired in support of this requirement with government funds shall be ordered by the Contractor on behalf of the government. FAA authorization is required to acquire all replacement parts. At no time is the Contractor authorized to exceed the total obligated dollars on the Delivery Order material contract line item (Contract Line Item total dollars to be obligated for each aircraft). All request for parts/material will be coordinated through the designated COTR in writing and the FAA CO or designated COTR will provide a response in writing within 7 (business days) after receipt of the material request.

All materials acquired for the government shall be reported and billed in accordance with the contract provisions and contract pricing arrangement. Upon receipt of the materials title will pass to the government. The handling of government property, equipment, and material is required and is prescribed by contract Government Property clause provisions. Upon completion of the contract (or upon termination), the FAA will provide disposition instructions for the return of the property (parts and materials) to the FAA.

8.0 INSPECTION & REFURBISHMENT OF MISCELLANEOUS PARTS AND EQUIPMENT

The contractor is required to strip, check, or clean various aircraft components and inspect for serviceability or damage. All components/parts that are removed for recovering/refurbishment shall be inspected for serviceability, and attach points shall be inspected for defects. If required, and prior to reinstalling, the components/parts will be repaired in accordance with the manufacturer's maintenance manual. Hardware that is worn or has degraded plating shall be replaced with new hardware. All items shall be inventoried and stored IAW Government Property Contract Clauses.

The Contractor shall install and mount the government furnished miscellaneous aircraft equipment in accordance with Appendix A. FAA/AVN review and acceptance of the refurbishment and /or installation to include compliance with FAA specified location for each piece of equipment. (CDRL A004 submittal) Labor required to perform the refurbishment of defective items shall be reported and billed in accordance with Contract Section B pricing arrangements and associated Clause provisions.

9.0 INTERIOR ENHANCEMENT FOR FAA BEECH FLEET

All enhancements performed for the FAA Beech 300 Fleet shall be conducted IAW the approved data package. Upon arrival of each aircraft, the Contractor shall inspect the aircraft exterior and interior to confirm the configuration of the aircraft. The following tasks should be accomplished:

Performance Work Statement Rev. F-Dated October 30, 2009 Page 11 of 13

An inventory of loose equipment will be accomplished and any abnormal conditions will be noted. A FAA COTR representing FAA Aviation System Standards shall participate in the inspection to confirm the configuration of the aircraft and Government Furnished Property (GFP) on board.

Loose equipment will be properly stored as Government Furnished Property and returned with the aircraft upon completion of each enhancement service. Storage and installation of Government Furnished Property (GFP) is defined in the Contract Clauses.

The contractor is required to strip, check, or clean various aircraft components and inspect for serviceability or damage. All mechanical functions shall be operationally checked for serviceability and if found defective, documented for repaired. Labor required to perform the refurbishment of defective items shall be coordinated through the CO or designated COTR. Authorized labor will be reported and billed in accordance with Contract Section B pricing arrangements and associated Clause provisions.

The required materials should be identified and coordinated through the CO or designated COTR, and authorized in writing before being ordered. Materials/parts acquired in support of this requirement with government funds shall be ordered by the Contractor on behalf of the government. Following the initial prototype and associated data package approval, the FAA AVN shall be notified of any changes/updates to the Data Package and is subject to FAA AVN concurrence. The Contractor is responsible for complying with all FAR requirements and developing a complete Data Package for the approval and certification of the Interior Enhancement. The Data Package shall be applicable to FAA/AVN aircraft serial numbers (only).

10.0 TRAVEL

The FAA may require the Contractor PM or designated representatives to travel to the Mike Monroney Aeronautical Center (MMAC) for Program Management Reviews or Technical Interchange meeting. (TIMs). When requested by the FAA and ordered by the Contracting Officer, transportation and subsistence expenses will be reimbursed IAW the contract provisions Section H - CLA 4531 and Federal Travel Regulations (FTR). All orders for travel will be issued in writing in advance, and the cost of this travel will be limited in accordance with the contract.

11.0 ACOUSTIC ANALYSIS

Ref Tech Spec Appendix A—Paragraph 1.1.1 Acoustic Analysis

The contractor shall be responsible for the in-flight Acoustic Engineering Analysis in accordance with a test plan (CDRL A005 submittal). The contractor shall provide instrumentation and personnel to conduct in-flight Acoustic Engineering Analysis. This analysis shall document the acoustic frequency profile before and after Interior Enhancement (with soundproofing), and shall be used to tailor design the acoustic attenuating insulation. Test flight shall be flown by FAA AVN Pilot(s). This shall include in-flight frequency analysis for a minimum of four (4) different aircraft flights as follows:

- (1) Present Operational Fleet Aircraft With:
 - a. Flight Inspection equipment turned off
 - b. Flight inspection equipment turned on
- (2) Operational Fleet Aircraft with Frake's Aviation Exhaust Stacks installed by FAA:
- (3) Aircraft after Interior Enhancement and soundproofing without Flight Inspection equipment:
- (4) Aircraft after Interior Enhancement and soundproofing with all FAA installed Flight Inspection equipment operational. Additional in-flight frequency analysis flight may be conducted, as needed.

The Acoustic Engineering Analysis shall be accomplished by an aeronautical acoustic engineer knowledgeable in current industry standards for noise/acoustic abatement in aeronautical application (inside the aircraft cabin) and provide independent verification and analysis of results by a Certified Industrial Hygienist in accordance with the most current threshold limit values (TLVs) published by the American Conference of Governmental Hygienists (ACGIH)", with copy of results provided to the FAA. (Independent, meaning not employed full time by the contracted Vendor). The Vendor shall submit in their proposal information to validate the qualifications of the aeronautical acoustic engineer to include, but not limited to, the person/company and all professional certifications such as membership to "The Institute of Noise Control Engineering".

The initial Acoustic Engineering Analysis Test Plan shall be submitted with the SIR as a part of the Contractor's Technical Proposal. The Preliminary Acoustic Engineering Analysis Test Plan shall be submitted at the Post Award conference to be held no later than 20 calendar days after contract award. Government will have 10 business days to review, comment, concur or provide requested for clarification or changes to the proposed design. Upon non-concurrence, the Contractor shall have 7 calendar days to provide the clarification or change and resubmit to the FAA. The FAA will have 7 business days to review, comment, concur or non-concur with the submission. Upon concurrence, contractor will proceed, if non-concurrence is issued the contractor will have 7 calendar days to provide the clarification or change and resubmit to the FAA, process remains the same until concurred upon by FAA-AVN.

12.0 FAA QUALITY ASSURANCE

All technical issues will be coordinated with CO or designated COTR to ensure the aircraft is maintained in accordance with the FAR and the AVN General Maintenance Manual.

FAA AVN Beech 300 Interior Enhancement Appendix B

GOVERNMENT FURNISHED PROPERTY

Miscellaneous Equipment - Per Tech Spec Para - 1.0.2

Government Furnished Property (GFP)

Fire Extinguishers, 2 each (one shall be accessible to the pilot while seated)

Flash Lights, 2 each (one shall be accessible to the pilot while seated)

Life Preservers, 5 each (one per seat)

Crash Axe, 1 each

Smoke Goggles for EROS Oxygen Masks, 3 each (one each accessible to pilot, co-pilot, and Mission Specialist while seated)

Personal Breathing Equipment (PBE), 1 each

First Aid Kit, 1 each

Toilet Paper Roll, 1 each

Sanitary Hand Wipes, 10 each

Tech Wipes, 1 Box

Air Sickness Bags, 10 each

Luggage Cargo Straps

Cleaning Cloth and Solvent, 1 set

Cockpit and Mission Specialist Display Cleaning Supplies

Cabin Seats, 2 each, per PWS Appendix A, Technical Specification, Paragraph 1.3.4 Headphone Jack, 1 each, per PWS Appendix A, Technical Specification, Paragraph 1.3.11 Microphone Jack, 1 each, per PWS Appendix A, Technical Specification, Paragraph 1.3.11 Escutcheon, Microphone and Headphone Jack, 1 each, per PWS Appendix A, Technical Specification, Paragraph 1.3.11